

**VILLAGE OF VERNON HILLS
ORDINANCE 2021-040**

AN ORDINANCE AWARDING THE 2021-2023 SPECIALIZED LANDSCAPE MOWING AND MAINTENANCE BID AND MULTI-YEAR CONTRACT TO BALANCED ENVIRONMENTS, INC. FOR AN AMOUNT NOT TO EXCEED \$68,834

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*"the Village"*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village is responsible for maintaining all Village-owned properties and Village rights of ways (ROW's); including lawn care and maintenance; and

WHEREAS, to do so efficiently and effectively, the Village contracts specialized landscape mowing and maintenance services for six locations throughout the Village; and

**Village Hall
Police Dept.**

**Arbortheatre
Public Works**

**MetraStation
Butterfield Rd. Medians**

WHEREAS, the Village received a total of three (3) sealed bids on March 10, 2021 for said specialized landscape mowing and maintenance services; at which time they were publicly opened; and

WHEREAS, Balanced Environments, Inc. provided the lowest qualifying bid for the 2021-2023 Specialized Landscape Mowing and Maintenance Services at a base price of \$53,834; and

WHEREAS, the Village budgeted \$34,000 within account (0102081-520600), and \$140,000 within account (0102047-520600) which provides for a contingency of \$15,000 available within the FY2022 budget account (0102047-520600) for additional expenses beyond the base bid and/or extreme weather conditions; and

WHEREAS, said contract will be for 3 years with the option to the extend the contract for a one year term for up to two additional years; and

WHEREAS, an ordinance is required for the award of bids and/or contracts; and

WHEREAS, expenditures over \$25,000 require Board of Trustee approval.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required documents for awarding the 2021-2023 Specialized Landscape Mowing and Maintenance Services to Balanced Environments, Inc.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment to Balanced Environments, Inc. in an amount not

to exceed \$68,834 within the 2022 Fiscal Year for the 2021-2023 Specialized Landscape Mowing and Maintenance Services.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2021-040.

Dated the 7h of April, 2021

Adopted by roll call votes as follows:

AYES: 7 – Byrne, Marquardt, Forster, Oppenheim, Koch, Takaoka, Schultz

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None


Roger L. Byrne, Village President

PASSED: 04/07/2021
APPROVED: 04/07/2021
ATTEST: 04/07/2021


Mark Fleischhauer, Village Clerk



VILLAGE OF VERNON HILLS

ORDINANCE NO. 2021-040

AN ORDINANCE AWARDED THE 2021-2023 SPECIALIZED LANDSCAPE MOWING
AND MAINTENANCE BID AND MULTI-YEAR CONTRACT TO BALANCED
ENVIRONMENTS, INC. FOR AN AMOUNT NOT TO EXCEED \$68,834

THE 7th DAY OF APRIL 2021

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
7th Day of April, 2021

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, MARK FLEISCHHAUER, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON APRIL 7, 2021, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2021-040 AN ORDINANCE AWARDDING THE 2021-2023 SPECIALIZED LANDSCAPE MOWING AND MAINTENANCE BID AND MULTI-YEAR CONTRACT TO BALANCED ENVIRONMENTS, INC. FOR AN AMOUNT NOT TO EXCEED \$68,834

THE PAMPHLET FOR ORDINANCE NO. 2021-040 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED APRIL 7, 2021 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 14th DAY OF APRIL 2021.



Mark Fleischhauer
Village Clerk

SEAL



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2021-040 AN ORDINANCE AWARDDING THE 2021-2023 SPECIALIZED LANDSCAPE MOWING AND MAINTENANCE BID AND MULTI-YEAR CONTRACT TO BALANCED ENVIRONMENTS, INC. FOR AN AMOUNT NOT TO EXCEED \$68,834 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM APRIL 7, 2021 TO APRIL 14, 2021.



Mark Fleischhauer
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 7th DAY OF APRIL 2021



Notary Public



**CONTRACT BETWEEN
VILLAGE OF VERNON HILLS
AND
BALANCED ENVIRONMENTS, INC.**

In consideration of the mutual promises set forth below, the Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, IL 60061-1039, a public corporation ("Owner"), and Balanced Environments, Inc. ("Contractor"), make this Contract as of the 6th day of April 2021, and hereby agree as follows:

**ARTICLE I
THE WORK**

1.1 **Performance of the Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following work described on Attachment A and in this Section 1.1, all of which is herein referred to as the "Work". To the extent the terms of this Contract and the document attached as Attachment A conflict, the terms of this Contract shall control.

A. **Labor, Equipment, Materials and Supplies.** Contractor shall provide, perform and complete in the manner described and specified in this Contract, all necessary work, labor, services, transportation equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the project in accordance with the documents attached hereto as Attachment A and made a part hereof.

B. **Insurance.** Contractor shall procure and furnish all certificates and policies of insurance specified in this Contract under attached **Exhibit A.**

C. **Taxes.** Contractor shall pay all applicable federal, state, and local taxes.

D. **Quality.** Contractor shall provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and in a manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, regulations, and directives, including but not limited to all local zoning ordinances and regulations, and other applicable codes, and with the greatest economy, efficiency, and expedition consistent herewith, with only new, undamaged and first quality equipment, materials and supplies.

1.2 **Commencement and Contract Term.** The initial term of the contract shall commence upon the execution of the contract and expire on December 31, 2023. This contract places no obligation on the VILLAGE to appropriate funds for said work. It is understood by the CONTRACTOR that the designated areas for landscape maintenance

work listed in these specifications are for work to be completed during each of the next three (3) years ending on December 31, 2023. The VILLAGE reserves the right to award in this contract as it deems in the best interest of the VILLAGE some or all of the areas specified.

Contract Period: The term of the contract may be extended for additional one year periods, up to (2) additional years beyond 2023, if approved and accepted in writing by both the contractor and the Village of Vernon Hills. In the event this contract is extended, the unit prices shall be adjusted each year to the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers for the previous calendar year.

1.3 **Technical Ability to Perform.** Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.4 **Financial Ability to Perform.** Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.5 **Time.** Contractor represents and warrants that it is ready, willing, able and prepared to begin the work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.6 **Safety at the Work Site.** Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way.

1.7 **Cleanliness of the Work Site and Environs.** Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.8 **Damage to the Work, the Work Site, and Other Property.** Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including

damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.9 **Owner's Right to Terminate or Suspend Work for Convenience.**

A. **Termination of Suspension for Convenience.** Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. **Payment for Completed Work.** In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination. Any such payment shall be offset by any prior payment or payments and shall be subject to owner's rights to withhold and deduct as provided in this Contract. Furthermore any payment by Owner made pursuant to this section, including the amount of any offsets due to a prior payment or payments, shall not exceed the Contract Price set forth in Attachment A unless such a payment is permitted by and granted under the terms and conditions set forth in Article V and Attachment A.

**ARTICLE II
CHANGES AND DELAYS**

2.1 **Changes.** Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order signed by Owner. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two (2) business days following receipt by Contractor of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. No oral modification, amendment, or change shall be allowed to this contract. Any modification,

amendment, or change hereto shall be in writing and approved by the corporate authorities of the Owner.

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection: Correction of Defects.

A. Inspection. All parts of the Work shall be subject to inspection by Owner or its designated representatives.

B. Correction. Contractor shall, promptly and without charge, repair, correct, or replace all or any portion of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Owner's Right to Correct. If, within ten (10) business days after Owner gives Contractor written notice of any unsuitability or nonconformity, Contractor fails to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance. Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in the attached Exhibit A.

ARTICLE V PAYMENT

5.1 Contract Price. Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in the Contract.

5.2 Taxes and Benefits. Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or exercise taxes.

5.3 Payments.

A. **Payment**. CONTRACTOR may request partial payment of the contract price at the completion of each month of work starting after the end of the first month. The amount paid will be based on the amount of maintenance work performed that month. The contractor will be paid a fixed amount for each of the specific sections maintenance in accordance with the bid specifications/proposal unit prices bid for those sections.

Invoices shall be submitted to the Village (Owner) by the Contractor and shall be paid within 30-45 days upon receipt of the invoice by the Village (Owner) to the Contractor.

5.4 **Deductions.**

A. **Owner's Right to Withhold.** Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any progress payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or exercise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorney's fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. **Use of Withheld Funds.** Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.4A above until Contractor shall have either performed the obligations in question or furnished security or such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI DISPUTES AND REMEDIES

6.1 **Dispute Resolution Procedure**

A. **Notice of Disputes and Objections.** If Contractor disputes or objects to any requirement, direction, instruction, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable

adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof, provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, directions, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. **Negotiation of Disputes and Objections.** To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three (3) business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects the final decision of Owner, then it shall, within three (3) business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 **Contractor's Remedies.** If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 **Owner's Remedies.** If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of written notice Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of

the Work; and to take any and all other action necessary to bring Contractor and the Work into compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

6.4 **Terminations and Suspensions Deemed for Convenience.** Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension, for the convenience of Owner under Section 1.9 of the Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 **Binding Effect.** This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 **Relationship of the Parties.** Contractor is retained by the Owner only for the purposes and to the extent set forth in this contract, and its relation to the Village shall, during the term of this contract, be that of an independent contractor while providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor. Contractor shall not be considered as having an employee status, nor shall the Owner withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any plans, arrangements, or distributions by the Owner pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Owner.

7.3 **No Collusion.** Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 **Assignment.** Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner.

7.5 **Notices.** All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any United States Post Office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested or one (1) business day after being delivered to a recognized overnight delivery service for guaranteed next business day delivery.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061-1039
Attention: David H. Brown, Director of Public Works

Copy to: Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606
Attention: James V. Ferolo

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Balanced Environments, Inc.
17950 W. IL Route 173
Old Mill Creek, IL 60083

7.6 **Indemnification.** As a material inducement for the Owner to enter into this contract, Contractor agrees to defend, indemnify and hold harmless the Owner and its elected officials, officers, agents, attorneys and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with Contractor's operation of the Project or performance of the terms of this contract, except

to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of Owner, its representatives, officers, trustees, agents and employees. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Owner shall have the right to counsel of its choice and the right to direct its own defense.

The scope of Contractor's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of Contractor, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including Contractor, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- (2) loss or damage of any kind resulting from Contractor's failure to comply with any provision of this contract, or of any federal, state or local law or regulation applicable to Contractor.

7.7 **Governing Laws.** This contract provides for services to be performed and goods to be delivered within the State of Illinois. Accordingly, this contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this contract and its enforcement, venue shall be in the Circuit Court of Lake County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

7.8 **Compliance with Laws and Grants.** Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations.

In accordance with the Illinois Prevailing Wage Act III. Rev. Stat. 820 ILCS 130/1 et seq., the Contractor (and all subcontractors hired by Contractor) shall not pay less to all laborers, workman, and mechanics performing work under this contract that the prevailing rate of wages for similar work in the locality of the Village of Vernon Hills. Not less than the prevailing rate of wages as found by Owner or the Department of Labor or determined by a Court on review shall be paid to all laborers, workers and mechanics performing work under this Contract. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons. The submission by the Contractor and each subcontractor

of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract and delivered to Owner upon written request by Owner. If the Department of Labor revised the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Contract. Contractor shall require each subcontractor to comply with the provisions of this Section 7.7.

Each party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each party and its officers, corporate authorities, employees and agents further certify by signing this contract that the party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the parties been so convicted nor made such an admission.

The Contractor shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).

No employee or agent of the Owner is interested in the business of Contractor or this contract; (2) as of the date of this contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this contract.

In the performance of its obligations pursuant to this contract and in the operation of its program, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all

rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by Contractor hereunder. Any complaint of such discrimination received by Contractor shall be immediately forwarded to the Owner.

The Contractor shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by Contractor in all its contracts and agreements with contractors and subcontractors for this program.

The Contractor shall comply with the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") as follows: the definition of a public record in the FOIA includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the parties must maintain and make available to the other parties, upon request, their public records relating to the performance of this contract in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA. To facilitate a response by the Village to any FOIA request, Contractor agrees to provide all requested public records within five (5) business days of a request being made by the Village. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all public records as requested by the Village. Furthermore, should Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs incurred by the Village connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to Contractor request to utilize a lawful exemption.

Contractor affirms that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in United States Presidential Executive Order

13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor further represents and warrants to the Village that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor agrees to defend, indemnify and hold harmless the Village, its respective corporate authorities, and all of the Village's elected or appointed officials, officers, employees, agents, representatives, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

7.9 **Time.** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.10 **Severability.** The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Contract shall be in any way affected thereby.

7.11 **Amendments.** No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in three original counterparts as of the day and year first written above.

Attest/Witness

By: *Gloria K...*

Title: *Executive Secretary*

Attest/Witness:

By: *[Signature]*

Title: *Accounting Supervisor*

OWNER:

VILLAGE OF VERNON HILLS

By: *Barbara Luseblau*

Title: *Village Mgr.*

CONTRACTOR:

BALANCED ENVIRONMENTS, INC.

By: *[Signature]*

Title: *Acct Rep T's*

STATE OF ILLINOIS)
)
) SS
COUNTY OF)

CONTRACTOR'S CERTIFICATION

Stacy Kostreva, being first duly sworn on oath, deposes and states that all statements herein are made on behalf of Contractor, that this deponent is authorized to make them, and that all statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of a violation of either 720 ILCS 5/33E-3 or 33E-4 of the Criminal Code of 1961.

DATED this 22 day of March, 2021.

Attest/Witness

By: Stacy Kost

Title: Accts Payable Clerk

By: [Signature]

Title: Acct Rep TS.

Subscribed and Sworn to
before me this day 22
of March, 2021.

[Signature]
Notary Public

(SEAL)



EXHIBIT A
INSURANCE REQUIREMENTS

CONTRACTOR AGREES TO MAINTAIN THE FOLLOWING:

Property Insurance:

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- Comprehensive General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 per person per aggregate.
- ~~Villages and Contractors Protective Liability: \$2,000,000 combined single limit per occurrence.~~ *CAH*
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by The Village. At the option of The Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The Village, its officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:
Commercial General Liability, The Village's and Contractor's Protective Liability and Automobile Liability Coverage

- a. The Village, its elected officials, officers, agents, attorneys, employees and volunteers are to be covered as Additional Insureds with regard to liability arising out of activities performed by or on behalf of Contractor and for materials, and equipment procured, owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limits on the scope of the protection afforded to The Village, its officials, employees or volunteers.
- b. Contractor's insurance coverage shall be primary insurance with regard to the Village, its elected officials, officers, agents, attorneys, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it. Contractor's policy or policies

of insurance shall specifically recognize and cover Contractor's indemnification obligations under this contract, and shall contain cross-liability endorsements.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

Worker's Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by Contractor for The Village.

All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided; canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by ~~certified mail, return receipt requested~~, has been given to The Village. In the event of the cancellation of any insurance policy required herein, or upon Contractor's failure to procure said insurance, the Village shall have the right to terminate this contract. CH

Acceptability of Insurers

The insurance carrier used by Contractor shall have a minimum insurance rating of A- according to the AM Best insurance Rating Schedule and licensed to do business in the State of Illinois.

Certificates of Insurance

Contractor shall furnish The Village with certificates of insurance and copies of all policies of insurance naming The Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the municipality and are to be received and approved by the municipality before any work commences. The Village reserves the right to request full certified copies of the insurance policies. Contractor shall furnish evidence of such insurance to the Village prior to the Effective Date, and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its elected officials, officers, agents, attorneys and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld.

ATTACHMENT A

DESCRIPTION OF WORK/PROPOSAL

(see attached)

SCOPE OF SERVICES

The CONTRACTOR shall furnish all supervision, labor, tools, equipment, materials, etc. necessary to mow turf-grass and perform other landscape maintenance tasks in certain specified areas as specified in this contract. Maintenance shall be conducted in the defined areas as described by the Village of Vernon Hills (hereinafter "VILLAGE"). The VILLAGE OF VERNON HILLS ENGINEERING AND GROUNDS CREW LEADER or their authorized representatives (hereinafter "ENGINEERING AND GROUNDS CREW LEADER") may specifically authorize other grounds maintenance not included in this contract if additional maintenance is determined by the VILLAGE to be necessary or desirable.

The CONTRACTOR shall demonstrate it has the resources and specific experience with landscape maintenance.

GENERAL REQUIREMENTS

ADMINISTRATION AND ADDITIONAL WORK

The contract will be under the direct administration of the DIRECTOR OF PUBLIC WORKS (hereinafter DIRECTOR) and detailed administration of the contract shall be provided by the ENGINEERING & GROUNDS CREW LEADER or their authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the CONTRACTOR and the DIRECTOR and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless authorized by written agreement.

WORK CREW SUPERVISION

The CONTRACTOR shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor must be able to converse in the English language, and shall be authorized by the CONTRACTOR to accept and act upon all directives issued by the ENGINEERING & GROUNDS CREW LEADER. Failure for the Supervisor to act on said directives shall be sufficient cause to give notice that the CONTRACTOR is in default of the contract unless such directives would create potential personal injury, property damage or safety hazards.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The CONTRACTOR shall exercise all necessary caution to protect pedestrian and vehicular traffic and to protect all public and private property from injury or damage caused by the operations of the CONTRACTOR. This will include the erection and use of warning signs and barricades and/or safety cones when appropriate. Any practice obviously hazardous in the opinion of the DIRECTOR or ENGINEERING & GROUNDS CREW LEADER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or oral notice to discontinue such practice. The CONTRACTOR shall comply with all OSHA, IDOL and other Federal and State safety standards.

Should the CONTRACTOR or his representatives damage property of the VILLAGE or that of other persons, the repair or replacement shall be the sole responsibility of the CONTRACTOR. Any such repair work shall be completed under the direction of the VILLAGE.

Closure of a public street shall not be permitted unless prior arrangements have been made with the DIRECTOR or his authorized representative and other agencies having jurisdiction over the street to be closed. When necessary, barricading and detouring of traffic shall be accomplished in conformance with the State of Illinois Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition.

In addition, the CONTRACTOR will arrange to keep sidewalks open for public use wherever possible and to block only those portions of the streets deemed necessary for safety and the protection of property.

CONTRACTOR shall be solely and completely responsible for providing and maintaining safe conditions at the work site, including the safety of all persons and property during the performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours. CONTRACTOR shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

CONTRACTOR shall have no claim against the VILLAGE because of any damage or loss to the Work or to CONTRACTOR'S equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by other. Notwithstanding any other provision of this Contract, CONTRACTOR'S obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the VILLAGE or CONTRACTOR, to indemnify, hold harmless, or reimburse CONTRACTOR for the cost of any repair or replacement work required by this Section.

PROTECTION OF UTILITIES

Mowing operations may be conducted in areas where electric, telephone, and cable television poles and wires exist. The CONTRACTOR shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur and shall be responsible for all claims for damage due to CONTRACTOR'S operations. If the CONTRACTOR has properly contacted the utility in sufficient time to arrange for any required work by the utility in the areas specified by this contract, delays encountered by the CONTRACTOR in waiting for the utility to complete its work shall not be the responsibility of the CONTRACTOR.

LOCATIONS AND SCHEDULE OF WORK

The VILLAGE has designated six (6) specialized lawn and landscape maintenance locations pursuant to the contract. All sites SHALL be mowed as close to every seven (7) days as possible, ideally being mowed on the same day of the week each time following the Calendar of Operations (Attachment D). If in the event that a site has not been mowed in 10 calendar days, then it shall be determined that a weekly mowing has been missed and the CONTRACTOR shall reduce the monthly invoice price for that site accordingly. Landscape Maintenance should begin the **2nd-3rd calendar week of April** and continue through the **3rd-4th calendar week of November**. Additional services may be required in the month of November & December as well. A pro-rated monthly payment for all Landscape Maintenance performed under this contract shall be made for the beginning and ending months of each calendar year.

These general schedules are subject to change or modification in the discretion of the ENGINEERING LANDSCAPE TECHNICIAN. These changes may be due to the weather, special VILLAGE events, grass height, or any other reason stated by the ENGINEERING LANDSCAPE TECHNICIAN.

A "Week" for the purposes of the contract is the standard 7-day week- that is Sunday through Saturday. The CONTRACTOR shall follow, as closely as possible, the Calendar of Operations (Attachment D) unless otherwise directed by the ENGINEERING LANDSCAPE TECHNICIAN.

These guidelines shall be followed in each year for the length of the contract. Unless otherwise authorized by the DIRECTOR, failure of the CONTRACTOR to comply with the approved maintenance schedule shall be sufficient cause to give notice that the CONTRACTOR is in default of the contract.

During dry periods, the ENGINEERING & GROUNDS CREWLEADER has the Authority to cancel weekly mowing and begin a bi-weekly mowing schedule.

CONCURRENT OPERATIONS

The contract is a non-exclusive contract with the VILLAGE. The VILLAGE reserves the right to use other CONTRACTORS or its own employees to perform work similar to that being performed under this contract. Performance of work by others shall be construed

as being consistent with the terms of this contract and shall not be cause for the CONTRACTOR to cease performance of work as directed.

The VILLAGE shall have the right to perform or have performed such other work, as the VILLAGE may desire in, about, or near the Work Site during the performance of the Work by CONTRACTOR. CONTRACTOR shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other.

WORKING HOURS

The CONTRACTOR will be allowed to schedule his normal work hours between the hours of **7:00 AM and 7:30 PM** Monday through Friday and between 8:30 AM and 5:00 PM on Saturday. **PER VILLAGE ORDINANCE NO WORK SHALL BEGIN BEFORE 7:00 AM. NO WORK SHALL BE PERMITTED ON SUNDAY OR A LEGAL HOLIDAY.** Work during other hours will be allowed only on an emergency basis and as authorized by the VILLAGE MANAGER.

CLEANUP AND DISPOSAL

Grass clippings, branches, litter and other debris shall be removed from street and/or sidewalk adjacent to work site at the conclusion of the operations at that specific area. Any debris resulting from operations pursuant to this contract shall be the responsibility of the CONTRACTOR to remove and dispose of properly.

LICENSES AND PERMITS

The CONTRACTOR shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The VILLAGE will waive the cost of all required licenses and fees with the exception of those fees associated with securing a business license to conduct business within the VILLAGE. It is possible that maintenance will occur on rights-of-way under the jurisdiction of the Illinois Department of Transportation and the Lake County Department of Transportation. It shall be the responsibility of the CONTRACTOR to obtain all necessary permits, lane closure permits, and other needed authorization to conduct operations on these rights-of-way. The CONTRACTOR will not be included under the general maintenance permits issued to the VILLAGE. The CONTRACTOR shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

SUBCONTRACTS

A. Approval and Use of Subcontractors and Suppliers.

The CONTRACTOR will not be allowed to subcontract work under the contract unless written approval is granted by the DIRECTOR. The SUBCONTRACTOR, as

approved shall be bound by the conditions of the contract between the VILLAGE and the CONTRACTOR. If approved, the authorization for the use of a SUBCONTRACTOR will be to perform all work in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests will be directed to the CONTRACTOR. All directions given to the SUBCONTRACTOR in the field shall bind the CONTRACTOR as if the notice had been given directly to the CONTRACTOR.

The VILLAGE'S approval of any subcontractor, supplier, and subcontract shall not relieve CONTRACTOR of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of CONTRACTOR. Every reference in this Contract to "CONTRACTOR" shall be deemed also to refer to all subcontractors and suppliers of CONTRACTOR.

Removal of Subcontractors and Suppliers.

If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to the VILLAGE, Contractor shall immediately upon notice from the VILLAGE terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

LEGAL RESPONSIBILITY

A. NOTICE TO PROCEED

The CONTRACTOR and SUBCONTRACTORS shall not commence work under the contract until a notice to proceed has been provided by the VILLAGE.

B. ACCIDENT NOTIFICATION

In the event of accidents of any kind, which involve the general public and/or private or public property, the CONTRACTOR shall immediately notify the DIRECTOR or his authorized representative and shall provide a full accounting of all details of the accident. The CONTRACTOR shall furnish the VILLAGE with copies of all reports of such accidents at the same time the reports are forwarded to any other interested parties.

C. REPAIRS AND RESTORATION

Any damage shall be repaired at the CONTRACTOR'S expense within ten (10) days of the occurrence (unless demonstrable reason a delay can be shown

with the consent of the DIRECTOR.) Should the damage not be rectified within the agreed time or to the complete satisfaction of the DIRECTOR, the VILLAGE reserves the right to further repair or replace that which was damaged, or assess the CONTRACTOR such costs as may be reasonable and related to damage caused by the CONTRACTOR, and deduct these costs from any payment due the CONTRACTOR or failure may be cause for termination of the contract.

RECORDKEEPING AND WORK REPORTS

- A. Work report - CONTRACTOR must furnish a report at the end of each month. Such report to contain dates, locations and work conducted.

EQUIPMENT

CONTRACTOR shall give a description and size of equipment they propose to use (rotary blade, flail or reel type mowers). Rotary blade type lawn mowers are preferred for weekly maintenance.

EQUIPMENT STORAGE

No provisions for overnight equipment storing will be provided by the VILLAGE except as may be designated by the DIRECTOR.

SPECIFIC REQUIREMENTS

SPECIFIC MAINTENANCE SPECIFICATIONS

Landscape Maintenance shall consist of the following operations (A-H) and performed to these specifications and as required by the Calendar of Operations (Attachment D). Landscape Maintenance shall be paid at the monthly contract unit price for each site and as detailed in 'Payments'.

- A. **Mowing.** Only well maintained mowing equipment shall be used. Blades shall be sharp to prevent tearing of the grass leaves. All turf grass mowing shall be done to the following specifications:
- All turf grass shall be mowed to a height of 2-1/2" – 3".
 - **Grass shall be mowed in such a way as to avoid leaving clumps.**
 - Turf shall be mowed at an angle to the previous weeks mowing.
 - Mowing equipment shall be employed to encourage grass clipping recycling. An exception to this will be near all parking areas and on all median islands or where pedestrians are present. In these cases a grass catcher shall be used to prevent grass clippings, sticks and stones from being thrown from the mower.
 - Mow to within six (6) inches of fence line where possible.

- Grass clippings shall be removed from street and/or sidewalk adjacent to mowing site at the conclusion of the mowing operations at that specific area.
- B. Litter.** All litter shall be picked up before mowing all areas and disposed of properly at the CONTRACTOR'S expense. Pick up litter within Village R.O.W., in planting beds and in bush lines.
- C. Trimming.** String Trimmers shall be used around all street light poles, trees and planting areas, fence lines, utility boxes and curb line. String trimming will be used to maintain all turf areas inaccessible to mowing equipment. Special care shall be taken to protect tree trunks from damage due to lawn mowers and string trimmers. Special care shall also be taken to prevent 'Scalping' or cutting of the grass below 2 ½ inches while using string trimmers.
- D. Sidewalk and Curb Edging.** Sidewalks and curbs shall be edged once a month according to the Calendar of Operations (Attachment D) for every area that is designated for sidewalk edging. Sidewalks shall be edged to a depth of ½ inch below the surface of the sidewalk using a Sidewalk Edger with a rotating metal blade. **Use of String Trimmers shall NOT be considered appropriate equipment to edge sidewalks.** Curbs shall be edged to remove grass that has grown over the top of the curb.
- E. Cultivation.** Some areas require cultivation of the mulched areas of the site. Mulch shall be turned to disturb the surface and prevent "matting" and then raked smooth. Care shall be taken to prevent build up of mulch near the trunks of trees and plants. Mulch shall be free of weeds prior to cultivation. Generally cultivation shall be done once each month during the mowing season.
- F. Manual Weeding.** All areas shall be maintained in a weed free condition. All planting beds, tree rings, mulched areas and non-turf areas (including all hard surfaces such as bricks, cobbles sidewalks and curbs) shall have any obvious weeds pulled from the ground. Manual weeding shall be performed in such a manner as to remove as much of the weed's root system as possible and not solely the top growth.
- G. Leaves.** The CONTRACTOR shall remove excess leaves from all planting beds, tree rings, entrances to all buildings and mulched areas as well as remove the leaves from all turf-grass. This work shall be completed in April and again (weekly) in the fall season during leaf drop, according to the Calendar of Operations (Attachment D).
- H. Post-emergent Nonselective Herbicide Applications.** No dates for application are shown on the Calendar of Operations (Attachment D). Applications shall be scheduled by Contractor based on seasonal conditions and weed populations. No applications shall be made near perennial beds where drift may cause damage to non-target plants. Applications may be made to compliment the manual weeding operations but not as a substitute. All requirements shall be followed as outlined in 'Fertilization and Chemical Applications' below.

Material shall be as follows: Roundup Pro or equivalent

OTHER MAINTENANCE SPECIFICATIONS

The following maintenance operations shall be performed to these specifications where required by the Site Locations and Descriptions (Attachment A) and done according to the Calendar of Operations (Attachment D). Payment for these items shall be paid at the contract unit price for each occurrence and as detailed in 'Payments'.

- A. **Edge and Mulch.** Where required CONTRACTOR will edge cut rings around all trees and planting beds within the designated area. The tree ring/ planting bed edge will have a depth of 3 inches and will be covered with mulch. All areas shall be mulched with Premium Shredded Hardwood Mulch that shall be supplied by the CONTRACTOR and approved by the ENGINEERING LANDSCAPE TECHNICIAN. Mulch will be placed to maintain a depth of 3 to 4 inches and shall be pulled back from the trunk of all trees. Excavated material and debris SHALL be hauled away at the contractor's expense and not placed on top of the existing tree ring. Any weeds shall be manually removed prior to the placement of the mulch. Maintenance of the tree rings will be incidental to this pay item. This work will be completed according to the Calendar of Operations (Attachment D).
- B. **Core Aeration.** In areas that require turf aeration, all turfgrass areas shall be aerated twice per year according to the Calendar of Operations (Attachment D). Only well-maintained hollow core tine machines will be allowed. Coring shall be done in two directions at right angles to one another. Cores shall be left on the grass surface to decompose. Density of cores shall be approximately ten to twelve cores per square foot.
- C. **Shrub Pruning.** Where required the CONTRACTOR shall prune the shrubs to maintain good form, reduce height and width, and clear from sidewalks or other structures. Shrubs shall be pruned in such a manner as to remain consistent with specimens of the species. Shrubs shall not be cut back so severely as to cause the top of the shrub to have no foliage. Shrubs that form hedges shall be pruned so that the bottom of the hedge is wider than the top. All trimming shall conform to the *ANSI A300 Tree, Shrub, and other Woody Plant Maintenance -- Standard Practices (Pruning)*. All debris resulting from the pruning shall be hauled away at the CONTRACTORS expense.
- D. **Perennial Planting-** Where required, the CONTRACTOR shall provide labor to replace dead or missing flowers and shrubs in village landscapes. Details are listed in attachments A & C.

PRECAUTIONS

The CONTRACTOR shall take all necessary steps and precautions to protect the grass from disease or pest damage which may be caused by the CONTRACTOR'S operations.

SAFETY REQUIREMENTS

The CONTRACTOR will at all times conduct the landscape maintenance and related operations in a safe and responsible manner. The CONTRACTOR shall comply fully with all OSHA standards and take whatever other steps may be necessary to operate safely. In addition the CONTRACTOR shall be required to deploy orange traffic cones around their vehicles when located on a public street.

The CONTRACTOR shall not drive "Ride-On" type mowers on public streets from site to site unless said mowers are approved for roadway use.

TRAFFIC CONTROL DEVICES- CONTRACTOR shall deploy orange traffic cones whenever a vehicle is parked on a public street. When the CONTRACTOR vehicle is obstructing a lane of traffic, a merging taper shall be used. The merging taper should be long enough to enable merging drivers to have adequate advance warning and adjust their speed to merge into a single lane. Flashing amber lights mounted to the rear of the vehicle shall be used to warn oncoming traffic of the presence of workers. The use of advanced warning signs and a "trailer mounted arrow board" is required when working on state and county roads & highways. Please see the Illinois Department of Transportation, *Standard Specifications for Road and Bridge Construction (Adopted April 1, 2019)* and the latest addition of the *Supplemental Specifications and Recurring Special Provisions, Section 701. Work Zone Traffic and Protection*. Use standard 701901-08 for *Traffic Control Devices* and Standard 701601-09 for *Urban Lane Closure, Multilane, 1W OR 2W WITH NONTRAVERSABLE MEDIAN*.

PUBLIC RELATIONS

It is the responsibility of the CONTRACTOR to maintain good public relations, yet still perform his task according to specifications. Dissatisfied citizens should be politely referred to the ENGINEERING & GROUNDS CREW LEADER.

BID PROPOSAL

VILLAGE OF VERNON HILLS
SPECIALIZED MOWING OF VILLAGE PROPERTY 2021-2023

Company Name: Balanced Environments Inc
Address: 17950 W. IL ROUTE 173
Old Mill Creek, IL 60083
Contact Name: Norm Kleber
Contact Email: nkleber@balancedenvironmentsinc.com Phone #: 847-693-9348

The VILLAGE has designated Six (6) areas for the purpose of landscape maintenance work pursuant to this bid request. The VILLAGE reserves the right to designate which of the 6 areas will be maintained in the years 2021-2023 as it deems to be in its best interest. The amount of landscape maintenance to be performed each year is also conditioned upon the total amount of funds budgeted for landscape maintenance in each fiscal year. The VILLAGE may award bids for some, all, or none of the designated areas. The VILLAGE may award a bid to one contractor for the entire 6 areas, to multiple contractors for one or more areas each, or to no contractors at all.

For the purpose of comparing bids, the amount bid on each separate area will be compared to other bids on that same section and/or through comparison of the total bid for all 6 areas combined. The details of approximate size of each area, street locations, and a color-coded map for locating each specific area for which bids are being requested will be provided upon request (Would be considered ATTACHMENT B).

BID AMOUNT:

After becoming familiar with the general conditions, special conditions and the specifications attached hereto, and being fully acquainted with the extent, nature, and local conditions affecting the cost and performance of the proposed work, hereby proposes to furnish all supervision, labor, tools, equipment and materials necessary to perform and complete the work herein described at the following price:

NOTE: Bidders MUST fill out detailed worksheet (Attachment C) for bid amount for each area. Bid will not be accepted without a completed worksheet.

Total Bid Amount for Years 2021-2023 is: \$ 53,834.00 per year
\$ 158,252 - TOTAL - -

[Signature]
Signature

Asst Prop TB
Title

Norm Kleber
Printed Name

3-8-2021
Date

ATTACHMENT C

Schedule of Unit Prices and Totals Worksheet

Specialized Mowing and Landscaping Contract 2021-2023

Please fill out the worksheet in full and place the total in the space provided. Please read the area descriptions carefully as provided in "ATTACHMENT A" and specifications as outlined.

Complete Table as Indicated

Area No.	Description	Item	Unit	Occurrences	Unit Price	Extension
1	<u>Village Hall</u>	Landscape Maintenance	Month	8	\$ <u>674.50</u>	\$ <u>5396-</u>
		Aerate - Spring & Fall	Each	2	\$ <u>580-</u>	\$ <u>1160-</u>
		Edge	Each	4	\$ <u>280-</u>	\$ <u>1120-</u>
		Mulch	Each	1	\$ <u>1950.-</u>	\$ <u>1950-</u>
		Trim Shrubs @ tennis courts		2	\$ <u>135.-</u>	\$ <u>270-</u>
2	<u>Arboretheater</u>	Landscape Maintenance	Month	8	\$ <u>2125.-</u>	\$ <u>17,000-</u>
		Aerate - Spring & Fall	Each	2	\$ <u>620-</u>	\$ <u>1240-</u>
		Edge	Each	4	\$ <u>290.-</u>	\$ <u>1160-</u>
		Mulch- 2-3" top dressing Labor Price Only / mulch provided by Village	Each	1	\$ <u>2950.-</u>	\$ <u>2950-</u>
		Trim Shrubs	Each	2	\$ <u>235-</u>	\$ <u>470-</u>
3	<u>Metra Station</u>	Landscape Maintenance	Month	8	\$ <u>361.35</u>	\$ <u>2890-</u>
		Aerate - Spring & Fall	Each	2	\$ <u>302.-</u>	\$ <u>604-</u>
		Edge	Each	4	\$ <u>168.75</u>	\$ <u>675-</u>
		Mulch	Each	1	\$ <u>1450.-</u>	\$ <u>1450-</u>
		Trim Shrubs	Each	2	\$ <u>150-</u>	\$ <u>300-</u>

4.	<u>Police Dept.</u>	Landscape Maintenance	Month	8	\$ <u>342.50</u>	\$ <u>2740-</u>
		Aerate - Spring & Fall	Each	2	\$ <u>252.50</u>	\$ <u>505-</u>
		Edge	Each	4	\$ <u>115-</u>	\$ <u>460-</u>
		Mulch	Each	1	\$ <u>760-</u>	\$ <u>760-</u>
		Trim Shrubs	Each	2	\$ <u>140-</u>	\$ <u>280-</u>
5.	<u>Public Works.</u>	Landscape Maintenance	Month	8	\$ <u>363.75</u>	\$ <u>2910-</u>
		Aerate - Spring & Fall	Each	2	\$ <u>295-</u>	\$ <u>590-</u>
		Edge	Each	4	\$ <u>72.25</u>	\$ <u>369-</u>
		Mulch	Each	1	\$ <u>865-</u>	\$ <u>865-</u>
		Trim Shrubs	Each	2	\$ <u>87.50</u>	\$ <u>175-</u>
6.	<u>Butterfield Rd.</u> <u>(Wall Median)</u>	Manual Weeding	Week	29	\$ <u>385-</u>	\$ <u>3080-</u>
		Trim Grow Low Sumac	Each	2	\$ <u>325-</u>	\$ <u>650-</u>
		Cut Down Perennials (Fall)	Each	1	\$ <u>190-</u>	\$ <u>190-</u>

Specialty Work

Replacement plantings of 650 (qty) 1-gallon perennials in village medians

Labor cost only, village will provide plants & soil amendments to site.

Work to be completed in May-June 2021

Approx. 250 plants on Rt. 21 Medians
Approx. 400 plants on Butterfield Rd.

\$ 1,625.00

2021
53,834
(INCL SPECIALTY
WORK)

2022
52,209

2023
52,209

Total Bid Amount for Years 2021-2023 \$ 158,252

REFERENCES

The CONTRACTOR shall provide the VILLAGE with a list of at least 3 clients where they have satisfactorily completed similar work in the Chicagoland area in yearly contract amounts in excess of \$10,000 for a two (2) year period. **Failure to complete will result in rejection of bid.**

1. Client BAXTER (CBRE) Contact Name Patrick McLaughlin
Phone # _____ Number of Years serviced 16
Patrick_mclaughlin@BAXTER.COM
2. Client Horizon Contact Name AMANDA GARCIA
Phone # (757) 348 1109 Number of Years serviced 6
3. Client Glenview Contact Name DAN LEHMANN
Phone # 847-724-1700 Number of Years serviced 3

VILLAGE OF VERNON HILLS
SPECIALIZED MOWING OF VILLAGE PROPERTY 2021-2023

ACKNOWLEDGEMENT OF ITEMS OF IMPORTANCE AND
EXPECTATIONS OF THE BIDDER/CONTRACTOR

Safety

Please pay close attention to the requirements in the contract for traffic control and worker safety. Approved safety cones & safety vests will be required at all times while conducting work on village sites. At some locations, an electronic arrow board will be required.

Mowing

Grass catchers shall be used when mowers are near roadways or pedestrian walks. Discharging grass clippings into roadways is not allowed.

Driving from site to site on riding mowers is prohibited. Contractor must use their truck & trailer while in travel.

Litter shall be picked up before mowing begins. Please do not mow over litter.

Leaving clumps of grass on turf during mowing is prohibited. Bagging or blowing clippings will be required to prevent accumulated of grass clippings.

Mulching & Edging

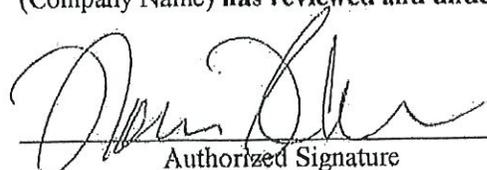
Every site will require topdressing of 2-3" quality, shredded hardwood mulch. The contractor will supply mulch to every site, except the Arboretheater. Mulching shall be completed by the contractor prior to July 1st. The village will supply and deliver mulch to the Arboretheater prior to installation. Edging will be required at every site, 4 times per year.

Specialty Work

The Village will supply and deliver approx. 650 (qty) 1 gallon perennial plants to be installed in 2 locations where flowers are missing or dead. A labor cost will be provided to the village for this work. Specialty work will be completed by the contractor prior to July 1st, 2021. The village will be responsible for watering the plants.

Questions or Concerns? Please contact Josh Hansen at 847-732-3449 (cell) or 847-918-3591 (desk)
Email: joshh@village.org

This certifies that the BIDDER/CONTRACTOR Balanced Environments LLC
(Company Name) has reviewed and understands these written terms and expectations:


Authorized Signature

Acct Rep
Title

Norm Kleber
Printed Name

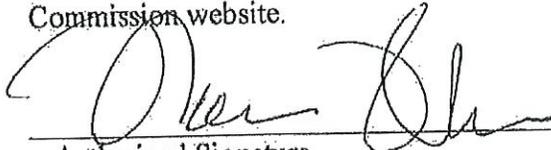
3-8-2021
Date

Coordination of Contractor

The Village of Vernon Hills has the responsibility to hire contractors who are knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. To provide education for all contractors responsible for municipal green infrastructures and ensure they are aware of good housekeeping/pollution prevention practices. The current ILR10 may be found on the Village website, Engineering Department, NPDES Report. The current ILR40 may be found on the Village website, Engineering Department, Vernon Hills SMPP.

Certification of Coordination of Contractors

This certifies that Balanced Environments Inc (company name) is knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. Also, has reviewed and understands all Stormwater Best Practices as listed on the Lake County Stormwater Management Commission website.



Authorized Signature

Norma Kieber

Printed Name

Asst Rep TS

Title

Balanced Environments Inc

Company

3-8-2021

Date

Certification of Substance Abuse Prevention Program

This certifies that Balanced Environments Inc (company name) has a written Substance Abuse Prevention Program, in compliance with the Prevailing Wage Act.



Authorized Signature

Dawn Kleber

Printed Name

Acct Rep TS

Title

Balanced Environments Inc

Company

3-8-2021

Date

BIDRIGGING

PURSUANT TO ILLINOIS REVISED STATUTES, CHAPTER 38, SECTION 33E-1, THE UNDERSIGNED CERTIFIES ON BEHALF OF HIMSELF AND/OR AS AGENT OR EMPLOYEE OF Balanced Environments Inc. THAT THIS CONTRACTOR HAS NOT BEEN BARRED FROM CONTRACTING WITH ANY UNIT OF STATE OR LOCAL GOVERNMENT AS A RESULT OF A VIOLATION OF EITHER A BID RIGGING OR BID ROTATING CONVICTION AND FURTHER CERTIFIES THAT SAID INDIVIDUAL OR ENTITY OWES NO DELINQUENT TAXES ADMINISTERED BY THE DEPARTMENT OF REVENUE UNLESS THE INDIVIDUAL OR OTHER ENTITY IS CONTESTING, IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE APPROPRIATE REVENUE ACT, ITS LIABILITY FOR THE TAX OR THE AMOUNT OF THE TAX.

SUBMITTED BY: Balanced Environments Inc.
(Firm)
Nora Kleber Accountant TS 847-395 7120
(Print Name) (Title) (Telephone)
17950 W. IL. RTE 173 Old Mill Creek, IL. 60083
(Address) (City) (State) (Zip)

Signature: [Handwritten Signature] Date: 3-8-2021

State of Illinois County of Lake

Signed or attested before me on this 8 day of March, 2021

Tracy Josephsen
(Name of Person)

[Handwritten Signature]
(Signature of Notary Public)

SEAL



**VILLAGE OF VERNON HILLS CONTRACT/PROPOSAL FOR
SPECIALIZED MOWING OF VILLAGE PROPERTY 2021-2023**

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

Balanced Environments, Inc., 17950 W Route 173, Old Mill Creek, IL 60083

(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

Lexon Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of Texas, hereinafter called Surety, are held and firmly bound unto Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, Illinois 60061, as Obligee, hereinafter called Owner, in the full and just sum of Dollars (\$ 5% of Bid), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Proposal dated March 10, 2021, to Owner entitled Street Sweeping Program (the "Contract/Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Contract/Proposal shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the certificates of insurance required of it, (2) timely execute all other required documentation related to the Contract/Proposal, and (3) in all other respects, perform the agreement created by Owner's acceptance of the Contract/Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Contract/Proposal, and Surety does hereby waive notice of any such extension.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 10th day of March, 2021

Attest/Witness

By: _____

PRINCIPAL Balanced Environments, Inc.

By: _____

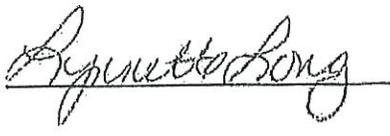
Title: Accounting Supervisor

Title: Acct Rep TS

Attest/Witness:

SURETY: Lexon Insurance Company

By: 

By: 

Title: Amy Bowers, Bond Assistant

Title: Lynnette Long, Attorney-In-Fact



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guldry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Nelchter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:
1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT
; and be it further
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of March, 2021.
By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Equipment Inventory Listing

CHC-LIVE



E BALANCED ENVIRONMENTAL INC.
 17950 West Route 173 Suite B
 Old Mill Creek, IL 60083

Company: 8 Location:
 Equipment Type: Other
 Include "Out of Service"?

Equip	Dept	VIN Number	Description	IPASS Transponder	Driver	Year	Make	Model	Color	License Plate	Expiration
100377	8-01-30	JAFSV280AGM421086	Loader 77			2016	Case	SV280 Skid Stee			
100378	8-01-30	JAFSV280CGM414998	Loader 78			2016	Case	SV280 Skid Stee			
100379	8-01-30	JAFSV280CGM419433	Loader 79			2016	Case	SV280 Skid Stee			
100380	8-01-30	JAFSV280HGM415016	Loader 80			2016	Case	SV280 Skid Stee			
100381	8-01-30	JAFSV280EGM418242	Loader 81			2016	Case	SV280 Skid Stee			
100382	8-01-30	JAFSV280EGM417141	Loader 82			2016	Case	SV280 Skid Stee			
100392	8-01-20	JAFTR310AGM421226	Loader 92			2016	Case	TR 310			
100395	8-01-20	NSUC37CCNZLN51783	Mini Ex Loadr - Cas CX370/a			2017	CASE	CX37C			
100397	8-01-20	4013211172	Dingo TX 1000				Kubota	Dingo TX 1000			
100398	8-01-30	NGF235814	Case 621F Wheel Loader n/a			2016	Case	621F			
100399	8-01-30	NGF235895	Case 621F Wheel Loader			2016	Case	621F			
100404	8-01-10	280000269	Groundsmaster 328-D	N/A		2008	Groundsmaster	328-D			Red
100405	8-01-10	280000113	Groundsmaster 7210	N/A		2008	Groundsmaster	7210			Red
100410	8-01-10	10246	Toro GM580-D Mower			2008	Toro	GM580-D			
100411	8-01-10	00233	Toro GM580-D Mower			2008	Toro	GM580-D			
100412	8-01-10	10102(R)	Smart Steer Magnum Sprdew/A			2009	SmartSteer	Magnum			
100414	8-01-10	31200016	Groundsmaster 7210/72" N/A			2012	Groundsmaster	7210/72			
100422	8-01-10	DLR-10854	Honda Spreader/Sprayer N/A			2012	Honda	5.5hp			
100443	8-01-50	CCISK04134783	Sherrill Tr Skd Spryr 500			2013	Sherrill Tree	Skid Sprayer500			
100444	8-01-10	312000226	Toro 60" Grandstand			2013	Toro	60" Grandstand			
100449	8-01-20	1H170Z90003	Cub Cadet Water/Spray Trnk			2011	Cub Cadet	S6A703QS750			
100450	8-01-10	314000174	Toro 52" Grandstand			2014	Toro	52" Grandstand			
100452	8-01-10	314000208	Toro 52" Grandstand			2014	Toro	52" Grandstand			
100457	8-01-10	313001211	Toro Grandstand 52"			2014	Toro	Grandstand 52"			

Equipment Inventory Listing

03-03-21 Page 4
 System Date: 03-03-21
 System Time: 8:40 am
 Files Used: MASTER.EQM
 8:40 am



BALANCED ENVIRONMENTAL INC.
 17950 West Route 173 Suite B
 Old Mill Creek, IL 60083

CHC-LIVE

EQ065

Company: 8 Location:
 Equipment Type: Other
 Include "Out of Service"

Equip	Dept	VIN Number	Description	IPASS Transponder	Driver	Year	Make	Model	Color	License Plate	Expiration
100459	8-01-10	14040830077	Ride On Spreader/Sprayer			2014	TurfEX	Ride On Spreader			
100460	8-01-10	314000106	72" Z-Master Riding Mower			2014	Toro	G3 Z-Master 72"			
100461	8-01-20	00657	Sod Cutter w/Roller/Dvtr			2014	Ryan	HD 18"			
100464	8-01-10	DLR-310000140	Toro Grandstand 52"			2015	Toro	52" Grandstand			
100466	8-01-10	13591	Perma Green Spreadr/Spryn/a	n/a		2015	Perma Green	Triumph			
100475	8-01-30	1080375	Erskine Salt Spreader			2017	Erskine	Salt Spreader			
100476	8-01-10	316000271	Toro 60" Grandstand			2016	Toro	Grandstand			
100477	8-01-10	316000267	Toro 60" Grandstand			2016	Toro	Grandstand			
100484	8-01-10	316000270	Toro 60" Grandstand			2016	Toro	Grandstand			
100485	8-01-10	400233158	Toro 30" Walk Mower			2017	Toro	179CC			
100486	8-01-10	400292373	Toro 22" Mower			2017	Toro	6HP KAW			
100487	8-01-10	400384617	Toro 22" Mower			2017	Toro	6HP KAW			
100488	8-01-10	15662	Permagreen Spreader			2017	Permagreen	Triumph			
100491	8-01-10	93430601310	Ransum Walk Mower Hydro			2017	Ransom	FS541V			
100493	8-01-10	400670414	Toro 60" Stand On Mower			2017	Toro	25HP KOH EFI			
100652	8-01-10	PO906-145401	Pressure Washer-OMC	N/A	N/A	2006	VHG	Pressure Washer			
100661	8-01-50	15094253	Pressure Washer			2015	Mi-T-M	HSP35043M			
100662	8-01-40	30795	Compressr - Sullivan D185PJD			2012	Sullivan	D185PJD			
100913	8-01-30	49716	ProTech PB10S			2017	Pro Tech	PB10S			
100914	8-01-30	49748	ProTech PB10S			2017	Pro Tech	PB10S			
100917	8-01-30	43555	ProTech SP10S			2017	Pro Tech	SP10S			
100958	8-01-30	46010	ProTech SP10S			2017	Pro Tech	SP10S			
830001	8-01-50	402690394	Dingo TX 1000			2018	Toro	TX 1000			
830002	8-01-30	JAFSV280EJM452091	Case skid steer SV280			2018	Case	SV280 SSL			

Equipment Inventory Listing



EQ065
 Company: 8 Location:
 Equipment Type: Other
 Include "Out of Service"

Equip	Dept	VIN Number	Description	Transponder	Driver	Year	Make	Model	Color	Plate	Expiration
830003	8-01-30	JAFSV280CJM452090	Case Skid Steer SV280			2018	Case	SV280 SSL			
830004	8-01-30	JFSV280KJM453652	Case Skid Steer SV280			2018	CASE	SV280 SSL			
830005	8-01-30	JAFSV280JTM453647	Case Skid Steer SV280			2018	Case	SV280 SSL			
830006	8-01-30	JAFSV280JTM453653	Case Skid Steer SV280	na		2018	Case	SV280 SSL			
830009	8-02-30	JAFSV280HJM453613	Case Skid Steer SV280			2018	Case	SV280 SSL			
830013	8-01-30	NKF250400	Loader 830013			2020	CASE	621G			
840014	8-01-10	400598636	TORO 60" GRANDSTAND			2018	TORO	60" STAND ON			
840015	8-01-10	402925940	TORO 60" STAND ON MOWER			2018	TORO	60" STAND ON			
840016	8-01-10	402959725	TORO 60" STAND ON MOWER			2018	TORO	60" STAND ON			
840017	8-01-10	400398968	TORO 60" GRANDSTAND			2018	TORO	60" GRANDSTAND			
840018	8-01-10	402220176	TORO 60" STAND ON MOWER			2018	TORO	60" STAND ON			
840019	8-01-10	402331318	TORO 60" STAND ON MOWER			2018	TORO	60" STAND ON			
840021	8-01-10	402925935	Toro 60" Stand On Mower			2018	TORO	60"			
840035	8-01-10	407354479	TORO 60" STAND ON MOWER			2020	TORO	GRANDSTAND			
840036	8-01-10	406562522	TORO 72" RIDE MOWER			2020	TORO	Z MASTER			
840037	8-01-10	404599379	TORO 22" MOWER			2020	TORO	COM PUSH			
840038	8-01-10	406562532	TORO 72" RIDE MOWER			2020	TORO	Z MASTER			
840039	8-01-10	406982952	TORO 22" MOWER			2020	TORO	COM PUSH			
840040	8-01-10	406982953	TORO 22" MOWER			2020	TORO	COM PUSH			
840041	8-01-10	406982954	TORO 22" MOWER			2020	TORO	COM PUSH			
840042	8-01-10	406982955	TORO 22" MOWER			2020	TORO	COM PUSH			
840043	8-01-10	406982956	TORO 22" MOWER			2020	TORO	COM PUSH			
840044	8-01-10	406982957	TORO 22" MOWER			2020	TORO	COM PUSH			
840045	8-01-10	406982958	TORO 22" MOWER			2020	TORO	COM PUSH			

Equipment Inventory Listing



BALANCED ENVIRONMENTAL INC.
 17950 West Route 173 Suite B
 Old Mill Creek, IL 60083

CRC-LIVE

EQ065
 Company: 8 Location:
 Equipment Type: Other
 Include "Out of Service" N

Equip	Dept	VIN Number	Description	IPASS Transponder	Driver	Year	Make	Model	Color	Plate	Expiration
840046	8-01-10	406982961	TORO 22" MOWER			2020	TORO	COM PUSH			
840047	8-01-10	406982962	TORO 22" MOWER			2020	TORO	COM PUSH			
840048	8-01-10	406562530	TORO 72" RIDE MOWER			2020	TORO	Z MASTER 6000			
840049	8-01-10	406562537	TORO 72" RIDE ON MOWER			2020	TORO	Z MASTER 6000			
840076	8-01-10	407357767	TORO 60" STAND ON MOWER			2020	TORO	GRANDTSAND			
840077	8-01-10	407357794	TORO 60" GRANDTSAND			2020	TORO	GRANDSTAND			
840078	8-01-10	407034156	TORO 52" STAND ON MOWER			2020	TORO	MULTI FORCE			
840079	8-01-10	407034169	TORO 52" STAND ON MOWER			2020	TORO	MULTI FORCE			
840080	8-01-10	407034171	TORO 52" STAND ON MOWER			2020	TORO	MULTI FORCE			
840081	8-01-10	405635842	TORO 52" GRANDSTAND			2020	TORO	GRANDSTAND			
840082	8-01-10	405581325	TORO 60" STAND ON MOWER			2020	TORO	GRANDSTAND			
840083	8-01-10	406864835	TORO 52" STAND ON MOWER			2020	TORO	GRANDSTAND			
840084	8-01-10	407087872	TORO 52" STAND ON MOWER			2020	TORO	GRANDSTAND			
840085	8-01-10	407087886	TORO 52" STAND ON MOWER			2020	TORO	GRANDSTAND			
840086	8-01-10	407263889	TORO 52" STAND ON MOWER			2020	TORO	GRANDSTAND			
840087	8-01-10	407263890	TORO 52" STAND ON MOWER			2020	TORO	GRANDSTAND			
840088	8-01-10	407263897	TORO 52" STAND ON MOWER			2020	TORO	GRANDSTAND			
840089	8-01-10	405581318	TORO 52" STAND ON MOWER			2020	TORO	GRANDSTAND			
840090	8-01-10	407354521	TORO 60" STAND ON MOWER			2020	TORO	GRANDSTAND			
840091	8-01-10	406982922	TORO 22" MOWER			2020	TORO	COM PUSH			
840092	8-04-10	407357768	TORO 60" STAND ON MOWER			2020	TORO	GRANDSTAND			
880001	8-01-10	FR0645-702398	Club Car golf cart			2006	Club Car	Precedent			
880004	8-01-20	1098692	Rotary Brush Mower			2018	ERSK	Rotary Brush			
880005	8-01-50	1099156	Grapple Rod Bucket	NA			ERSK	Grapple Rod Bkt			

Equipment Inventory Listing

CHC-LIVE



E BALANCED ENVIRONMENTAL INC.
 17950 West Route 173 Suite B
 Old Mill Creek, IL 60083

EQ065
 Company: 8 Location:
 Equipment Type: Other
 Include "Out of Service" X

Equip	DEPT	VIN Number	Description	Transponder	Driver	Year	Make	Model	Color	License Plate	Expiration
880009	8-01-10	na	Modis Edge								
880010	8-01-50	1104872	Erskine Power Angle Broom			2019	Erskine	Pwr Angle Broom			
880011	8-01-30	1104147	Erskine Power Angle Broom			2019	Erskine	Pwr Angle Broom			
880012	8-01-30	S6402	2019 Sectional Pusher			2019	ARCTIC	LD 10.5			
880013	8-01-50	1VFN13123X1001961	Chipper - BCI800A				na	BCI800A			
890001	8-01-10	na	Security Cameras								
100286	8-01-40	170109303706SP-187	Sand Pro Spreader			2017	Snow Ex	Sand-Pro			
100297	8-01-10	0915-8700	Swenson Tailgate Spreader			2015	Swenson	96L			
100335	8-01-50	PB4045E004406	New Engine				Engine				
100010	8-02-20	083SUR-530616	Solus Ultra Diagnstc Mchn			2013	Solus Ultra	EESC318			
100037	8-02-30	310000220	Dingo TX-525 Wide Track			2011	Toro	TX-525 Wide Trk			
100323	8-02-30	5X4AM15XCAL00643	2012 Yamaha ATV			2012	Yamaha	YFM7FGBGR	Green		
100325	8-02-30	JAK0023722	Loader 25			1990	Case	821			
100336	8-02-30	TNK02028	Loader 36			2013	CAT	252B3 Skid Stee			
100338	8-02-30	TNK02021	Loader 38			2013	CAT	252B3 Skid Stee			
100340	8-02-30	TNK02031	Loader 40			2013	CAT	252B3 Skid Stee			
100341	8-02-30	TNK02032	Loader 41			2013	CAT	252B3 Skid Stee			
100342	8-02-30	TNK02025	Loader 42			2013	CAT	252B3 Skid Stee			
100344	8-02-30	TNK02018	Loader 44			2013	CAT	252B3 Skid Stee			
100345	8-02-30	TNK02019	Loader 45			2013	CAT	252B3 Skid Stee			
100351	8-02-30	TNK02007	Loader 51			2013	CAT	252B3 Skid Stee			
100360	8-02-30	RHN01358	Loader 60			2013	CAT	930K Wheel Load			
100366	8-02-30	30932	Kubota Utility Vehicle			2013	Kubota	Utility Vehicle			
100368	8-02-20	30386	Loader 68			2005	Kubota	L3830D Tractor			

Equipment Inventory Listing



BALANCED ENVIRONMENTAL INC.
 17950 West Route 173 Suite B
 Old Mill Creek, IL 60083

CHC-LIVE

BQ065

Company: 8 Location:
 Equipment Type: Other
 Include "Out of Service"RP

Equip	Dept	VIN Number	Description	IFASS Transponder	Driver	Year	Make	Model	Color	License Plate	Expiration
100369	8-02-30	NEF222090	Loader 69			2014	Case	621F			
100371	8-02-30	NEF222093	Loader 71			2014	Case	621F Wheel Load			
100383	8-02-30	JAFSV280CGM418248	Loader 83			2016	Case	SV280 Skid Stee			
100384	8-02-30	JAFSR270HGM417953	Loader 84			2016	Case	SR270 Skid Stee			
100385	8-02-30	JAFSR270AGM415472	Loader 85			2016	Case	SR270 Skid Stee			
100386	8-02-30	JAFSR270KGM415708	Loader 86			2016	Case	SR270 Skid Stee			
100387	8-02-30	JAFSR270LFM413060	Loader 87			2016	Case	SR270 Skid Stee			
100393	8-02-20	401146392	Dingo TX 1000				Kubota	Dingo TX 1000			
100408	8-02-10	280000122	Groundsmaster 7210			2008	Groundsmaster	7210	Red		
100453	8-02-20	1102480	FRC Rototiller			2014	FRC	800 Rototiller			
100454	8-02-20	1102662	FRC Rototiller			2014	FRC	800 Rototiller			
100465	8-02-20	54495406132	Ryan Sod Cuttr Jr - 5.5hp				Ryan	sod cutter jr			
100469	8-02-10	400656510	Toro 52" Grandstand				Toro	Grandstand			
100470	8-02-10	400656528	Toro 52" Grandstand				Toro	Grandstand			
100471	8-02-10	316000318	Toro 60" Grandstand				Toro	Grandstand			
100472	8-02-10	400656508	Toro 52" Grandstand				Toro	Grandstand			
100473	8-02-10	315000156	Toro Z Mstr 6000 RidngMwr				Toro	Z Master 6000			
100474	8-02-10	314000117	Toro 72" Z Mastr RidngMwr				Toro	Z Master 6000			
100478	8-02-10	400958167	Toro Stand On Sprdr/Spryr			2017	Toro				
100480	8-02-10	315000274	Toro 22" Mower			2017	Toro	159CC			
100481	8-02-10	315000284	Toro 22" Mower			2017	Toro	159CC			
100654	8-02-10		Shop Compressor				Baxter	Shop Compressor			
100912	8-02-30	S5134	Snow Push 10.5 FT			2017	Snow Push	SSL MT			
102413	8-02-10	315000331	Toro 21"			2016	Toro	20"			

Equipment Inventory Listing



E-BALANCED ENVIRONMENTAL, INC.
 17950 West Route 173 Suite B
 Old Mill Creek, IL 60083

EQ065
 Company: 8 Location:
 Equipment Type: Other
 Include "Out of Service"?

Equip	Dept	VIN Number	Description	IPASS Transponder	Driver	Year	Make	Model	Color	License Plate	Expiration
102414	8-02-10	315000347	Toro 21"			2016	Toro	21"			
102415	8-02-10	316000226	Hydro 48" Mower			2016		Hydro Mower 48"			
102416	8-02-10	316000227	Hydro 48" Mower			2016		Hydro 48" Mower			
102422	8-02-10	316000339	Toro 52" Grandstand			2016	Toro	Grandstand			
102424	8-02-10	316000256	Toro 52" Grandstand			2016	Toro	Grandstand			
830007	8-02-30	JAFSV280CJM454061	Case Skid Steer SV280			2018	Case	SV280 SSL			
830008	8-02-30	JAFSV280AJM453611	Case Skid Steer SV280			2018	Case	SV280 SSL			
830010	8-02-30	JAFSV280EJM453614	Case Skid Steer SV280			2018	Case	SV280 SSL			
830011	8-02-30	JAFSV280CJM453615	Case Skid Steer SV280			2018	Case	SV280 SSL			
830012	8-02-30	JAFSV280HJM453451	Case Skid Steer SV280			2018	Case	SV280 SSL			
840001	8-02-10	402178256	TORO 52" GRANDSTAND			2018	TORO	52" GRANDSTAND			
840002	8-02-10	400398967	TORO 60" GRANDSTAND			2018	TORO	60" GRANDSTAND			
840003	8-02-10	400241178	TORO 60" GRANDSTAND			2018	TORO	60" GRANDSTAND			
840004	8-02-10	400241179	TORO 60" GRANDSTAND			2018	TORO	60" GRANDSTAND			
840005	8-02-10	402178245	TORO 52" GRANDSTAND			2018	TORO	52" GRANDSTAND			
840006	8-02-10	402178254	TORO 52" GRANDSTAND MOWER			2018	TORO	52" GRANDSTAND			
840007	8-02-10	403014819	TORO STAND ON SPREADER			2018	TORO	9HP SUB			
840012	8-02-10	400704406	TORO 22" MOWER			2018	TORO	22"			
840013	8-02-10	400100788	TORO 48" WALK MOWER			2018	TORO	48" WALK			
840024	8-02-10	406562527	TORO 72" MOWER			2020	TORO	ZMSTR 6000			
840025	8-02-10	407194512	TORO 52' STAND ON			2020	TORO	MULTIFORCE			
840026	8-02-10	406470319	TORO 30" MOWER			2020	TORO	TURFMASTER HDX			
840027	8-02-10	407034231	TORO 52" STAND ON			2020	TORO	MULTI FORCE			
840028	8-02-10	407034232	TORO 52" STAND ON			2020	TORO	MULTI FORCE			

Equipment Inventory Listing



BALANCED ENVIRONMENTS, INC.
 17950 West Route 173 Suite B
 Old Mill Creek, IL 60083

CHC-LIVE

EQ065

Company: 8 Location:
 Equipment Type: Other
 Include "Out of Service"X

Equip	Dept	VIN Number	Description	IPASS Transponder	Driver	Year	Make	Model	Color	Plate	Expiration
840029	8-02-10	407034241	TORO 52" STAND ON			2020	TORO	MULTI FORCE			
840030	8-02-10	407194505	TORO 52" STAND ON			2020	TORO	MULTI FORCE			
840031	8-02-10	407194506	TORO 52" STAND ON			2020	TORO	MULTIFORCE			
840032	8-02-10	407194507	TORO 52" STAND ON			2020	TORO	MULTIFORCE			
840033	8-02-10	407194508	TORO 52" STAND ON MOWER			2020	TORO	MULTIFORCE			
840034	8-02-10	407194509	TORO 52" STAND ON MOWER			2020	TORO	MULTIFORCE			
840065	8-02-10	407357769	TORO 60" STAND ON MOWER			2020	TORO	GRANDSTAND			
840066	8-02-10	407357770	TORO 60" STAND ON MOWER			2020	TORO	GRANDSTAND			
840067	8-02-10	407357792	TORO 60" STAND ON MOWER			2020	TORO	GRANDTSAND			
840068	8-02-10	407357796	TORO 60" STAND ON MOWER			2020	TORO	GRANDSTAND			
840069	8-02-10	407357797	TORO 60" STAND ON MOWER			2020	TORO	GRANDSTAND			
840070	8-02-10	407357798	TORO 60" STAND ON MOWER			2020	TORO	GRANDSTAND			
840071	8-02-10	406990670	TORO 60" STANDON MOWER			2020	TORO	MULTI FORCE			
840072	8-02-10	406990694	TORO 60" STAND ON MOWER			2020	TORO	MULTIFORCE			
840073	8-02-10	407087884	TORO 52" STAND ON MOWER			2020	TORO	GRANDSTAND			
840074	8-02-10	406982960	TORO 22" MOWER			2020	TORO	COM PUSH			
840075	8-02-10	406982965	TORO 22" MOWER			2020	TORO	COM PUSH			
840093	8-02-10	407187701	TORO 60" STAND ON MOWER			2020	TORO	MULTIFORCE			
880007	8-02-30	S5892	Arctic Sectional Pusher			2018	Arctic	LD - 10.5			
880008	8-02-30	S5893	Arctic Sectional Pusher			2018	Arctic	LD - 10.5			
100371	8-02-30	NEF222093	Fuel Injector					fuel injector			
100349	8-03-30	TNK02009	Loader 49			2013	CAT	252B3 Skid Stee			
100483	8-03-10	315000276	Toro 22" Mower			2017	Toro	159CC			
100499	8-03-10	316000218	Toro 48" Hydro Mower			2016	Toro	Hydro Mower			

Equipment Inventory Listing



E.B. BALANCED ENVIRONMENTAL INC.
 17950 West Route 173 Suite B
 Old Mill Creek, IL 60083

CHC-LIVE

EQ065

Company: 8 Location:
 Equipment Type: Other
 Include "Out of Service"

IPASS

Equip	Dept	VIN Number	Description	Transponder	Driver	Year	Make	Model	Color	License Plate	Expiration
102401	8-03-10	316000267	Toro 52" Grandstand			2016	Toro	Grandstand			
840064	8-03-10	407034157	TORO 52" STAND ON MOWER			2020	TORO	MULLI FORCE			
880006	8-03-20	FAHJ1110401	Tiller			2018	Honda				
100042	8-04-30	120074	Arien Snow Blower			2016	Arien	Hydro Pro 36			
100043	8-04-30	120080	Arien Snow Blower			2016	Arien	Hydro Pro 36			
100339	8-04-30	TNK02023	Loader 39			2013	CAT	252B3 Skid Stee			
100343	8-04-30	TNK02026	Loader 43			2013	CAT	252B3 Skid Stee			
100389	8-04-30	JAFSV280KGM419431	Loader 89			2016	Case	SV280 Skid Stee			
100390	8-04-30	JAFSV280JGM418247	Loader 90			2016	Case	SV280 Skid Stee			
100391	8-04-30	JAFSV280PFM403680	Loader 91			2016	Case	SV280 Skid Stee			
100396	8-04-20	401321180	Dingo TX 1000				Kubota	Dingo TX 1000			
100407	8-04-10	280000116	Groundsmaster 7210	N/A	N/A	2008	Groundsmaster	7210	Red		
100462	8-04-10	n/a	Alamo 88" Flail Mower				Alamo	88" Flail			
100482	8-04-10	315000241	Toro Stand On Sprdr Spryr			2017	Toro	Spreader Spraye			
100613	8-04-20	110310080	Edco Brick Paver Tabl Saw				EDCO	BE14G-9H			
100660	8-04-20	0707825	Wacker Nueson Compactor				Wacker Nueson	WP 1550A			
100959	8-04-30	S5387	Snow Push 10.5FT			2017	Snow Push	SSL MT			
102405	8-04-10	31000180	Toro 21" Mower			2016	Toro	21" Mower			
102407	8-04-10	316000225	Hydro Mower 48"			2016		48" Hydro Mower			
102408	8-04-10	316000252	Hydro Mower 48"			2016		48" Hydro Mower			
830014	8-04-30	NGM423733	Case Skid Steer SV280			2017	CASE	SV280			
840009	8-04-10	400180407	TORO 72" Z MASTER MOWER			2018	TORO	Z MASTER			
840010	8-04-10	402959739	TORO 60" GRANDSTAND			2018	TORO	60" GRANDSTAND			
840011	8-04-10	402825272	TORO 72" Z MASTER MOWER			2018	TORO	Z MASTER			

Equipment Inventory Listing

03-03-21 Page 12
 System Date: 03-03-21
 System Time: 8:40 am
 Files Used: MASTER.EQM
 8:40 am

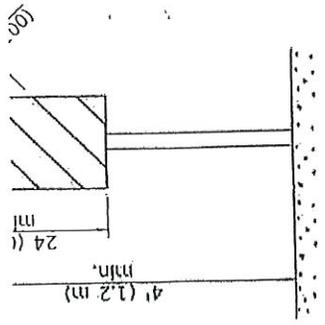


E-Balanced
 ENVIRONMENTAL SERVICES, INC.
 17950 West Route 173 Suite B
 Old Mill Creek, IL 60083

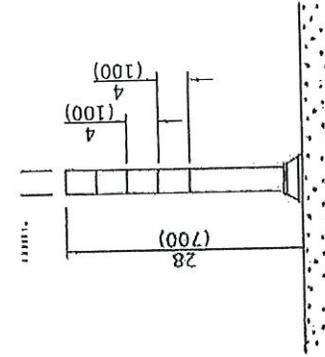
EQ065

Company: 8 Location:
 Equipment Type: Other
 Include "Out of Service" N2

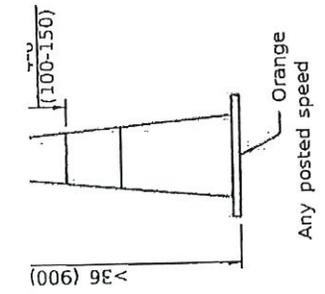
<u>Equip</u>	<u>Dept</u>	<u>VIN Number</u>	<u>Description</u>	<u>IPASS Transponder</u>	<u>Driver</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Color</u>	<u>License Plate</u>	<u>Expiration</u>
840022	8-04-10	403080604	TORO 60" GRANDSTAND			2019	TORO	GRANDSTAND			
840023	8-04-10	403080607	TORO 60" GRANDSTAND			2019	TORO	GRANDSTAND			
840050	8-04-10	407354477	TORO 60" STAND ON MOWER			2020	TORO	GRANDSTAND			
840051	8-04-10	406611705	TORO 22" MOWER			2020	TORO	COM PUSH			
840052	8-04-10	406611643	TORO 22" MOWER			2020	TORO	COM PUSH			
840053	8-04-10	406611644	TORO 22" MOWER			2020	TORO	COM PUSH			
840054	8-04-10	406611707	TORO 22" MOWER			2020	TORO	COM PUSH			
840055	8-04-10	406611708	TORO 22" MOWER			2020	TORO	COM PUSH			
840056	8-04-10	407357790	TORO 60" STAND ON			2020	TORO	GRANDSTAND			
840057	8-04-10	407357793	TORO 60" STAND ON MOWER			2020	TORO	GRANDSTAND			
840058	8-04-10	407357801	TORO 60" STAND ON MOWER			2020	TORO	GRANDSTAND			
840059	8-04-10	406710984	TORO 52" STAND ON MOWER			2020	TORO	MULTI FORCE			
840060	8-04-10	407034237	TORO 52" STAND ON MOWER			2020	TORO	MULTI FORCE			
840061	8-04-10	407034239	TORO 52" STAND ON MOWER			2020	TORO	MULTI FORCE			
840062	8-04-10	407034240	TORO 52" STAND ON MOWER			2020	TORO	MULTI FORCE			
840063	8-04-10	319000310	SOIL CULTIVATOR			2020	TORO	SOIL CULTIVATOR			
880014	8-04-20	2029149	Bradco Rake			2020	Bradco	M6M-0022			
100490	8-01-10	93430601318	Ransum Walk Mower Hydro			2017	Ransum	FS541V			
890007	8-00-00		HP Server			2020	Hp				



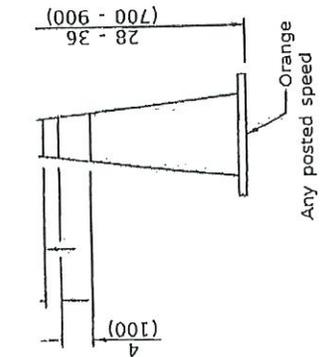
VERTICAL PANEL
POST MOUNTED



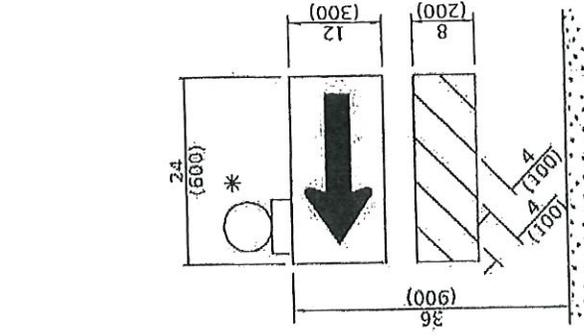
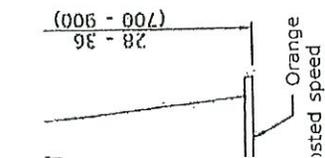
TUBULAR MARKER



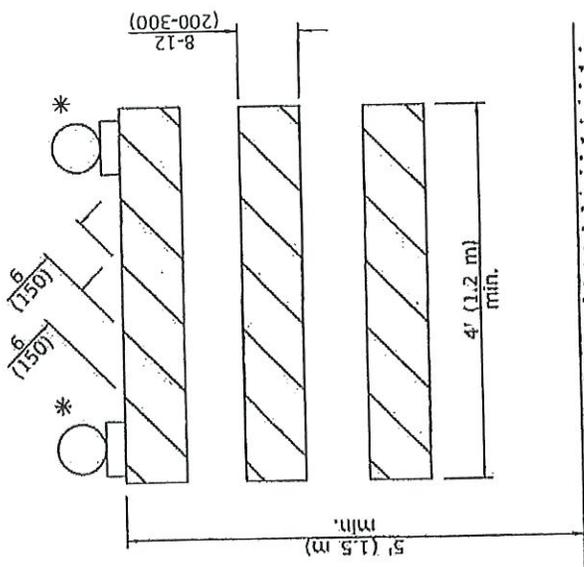
DAY OR NIGHTTIME USE



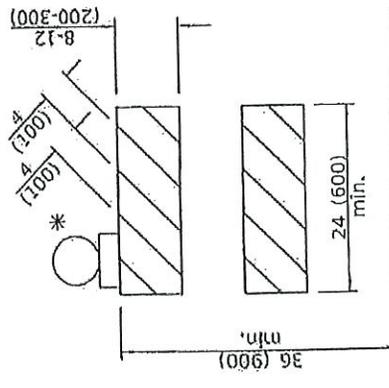
CONES



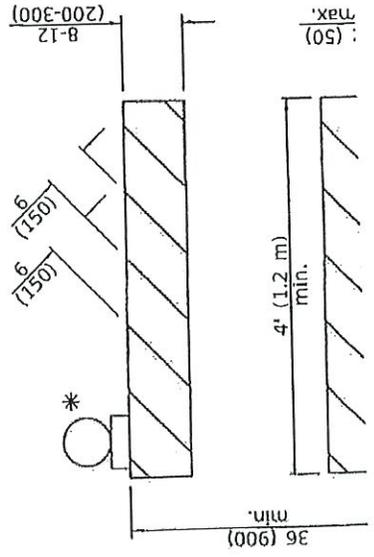
DIRECTION INDICATOR BARRICADE



TYPE III BARRICADE



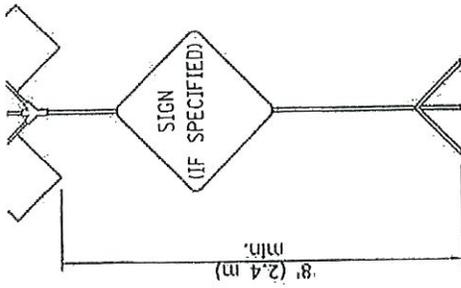
TYPE II BARRICADE



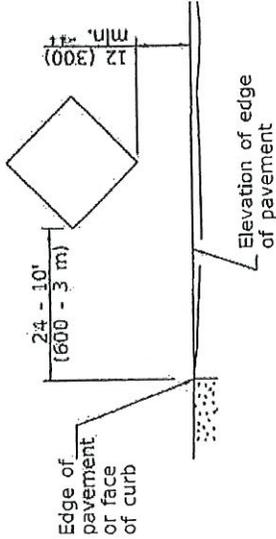
* Warning lights (if required)

All height
pavement
All dimensions
unless otherwise
specified

This sign shall be placed in the center of the lane.

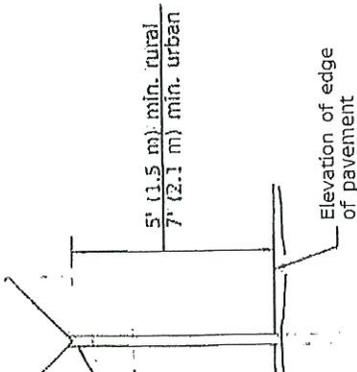


HIGH LEVEL WARNING DEVICE



SIGNS ON TEMPORARY SUPPORTS

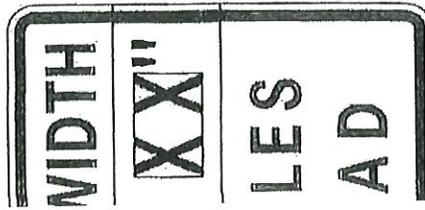
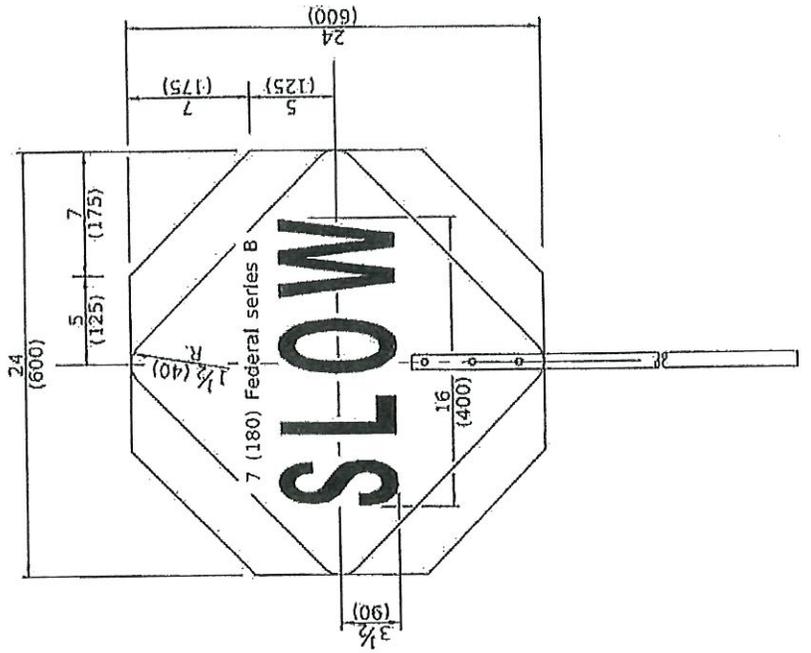
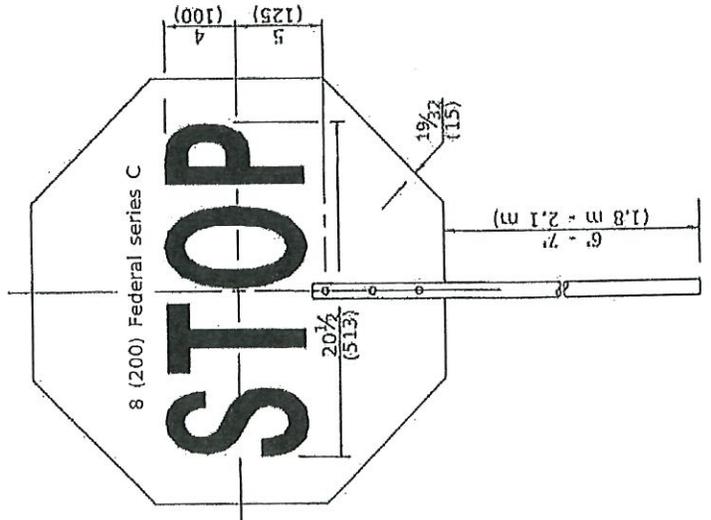
*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



1.5 m) min. bedment

SIGNS

When signs are present on temporary supports, the height shall be sufficient to be seen completely above the devices.



3-4848

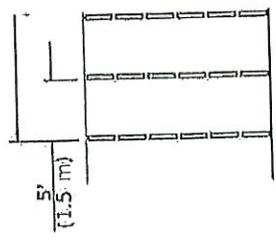
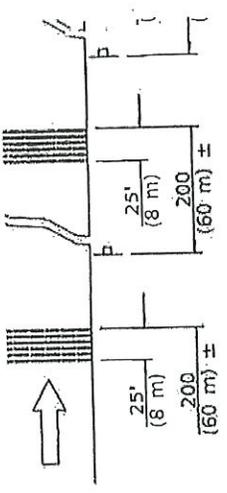
ADDITIONAL SIGN

Sign dimensions are variable.

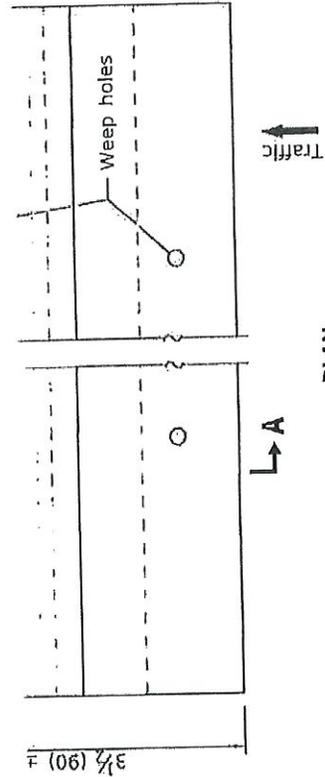
Sign

Table

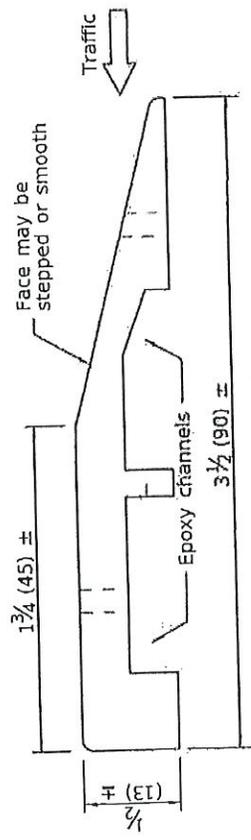
Table R10-110 under



TYPICAL

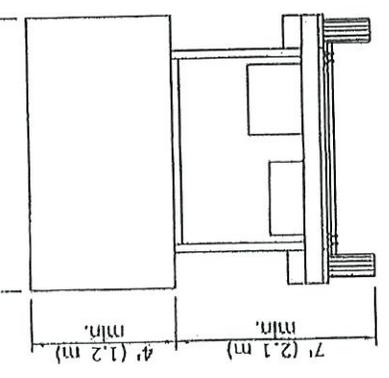


PLAN

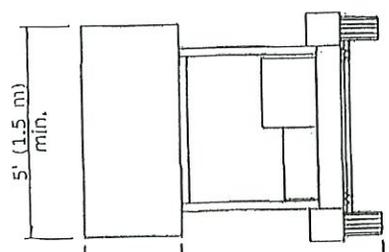


SECTION A-A

TEMPORARY RUMBLE STRIPS

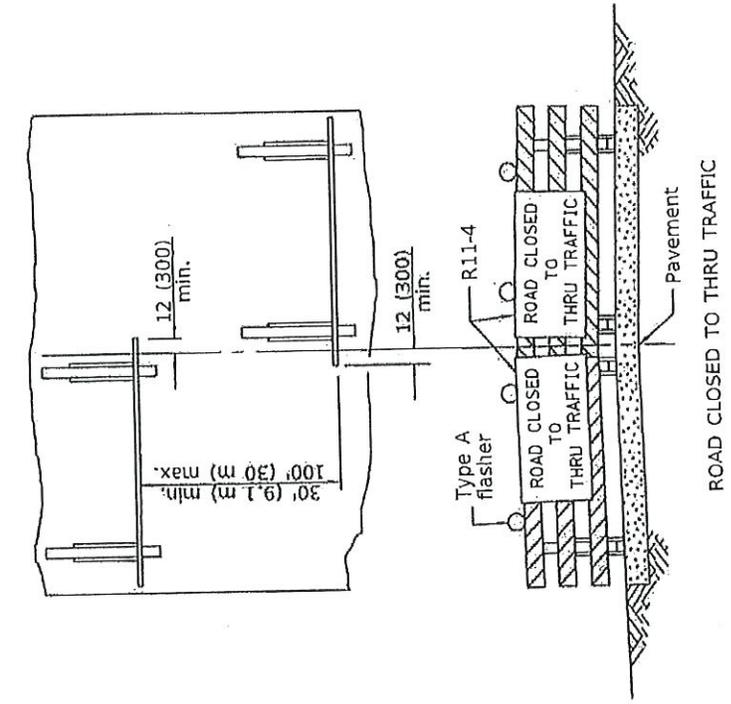


**TYPE C
TRAILER
MOUNTED**

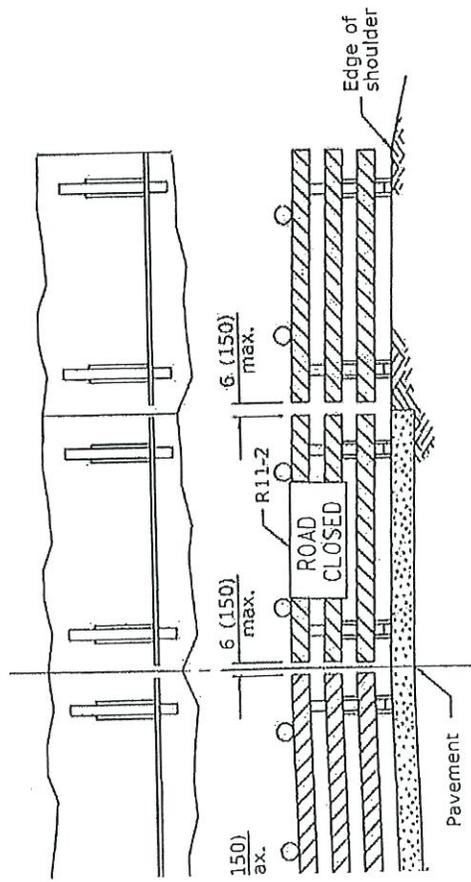


**TYPE B
ROOF OR TRAILER
MOUNTED**

ARROW BOARDS



ROAD CLOSED TO THRU TRAFFIC



ROAD CLOSED TO ALL TRAFFIC

ReflectORIZED striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.

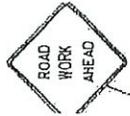
W20-1103(O)-48 for contract construction projects



W20-5L(O)-48 Or



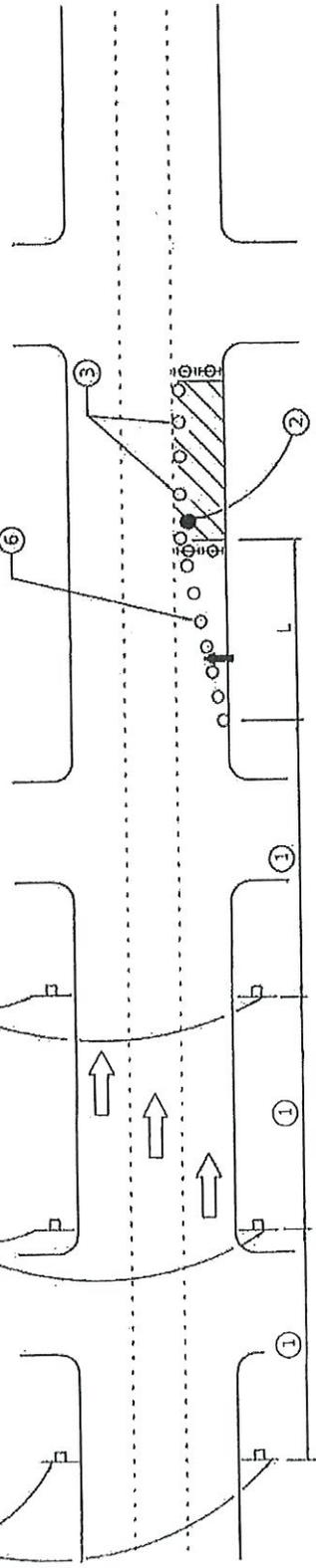
W20-1(O)-48 for maintenance and utility projects



W21-1(O)-48



W20-7(O)-48



ft	ft
m	m
ft	ft
m	m

SYMBOLS

- Arrow board
- Cone, drum or barricade
- Sign on portable or permanent support
- Work area
- Barricade or drum with flashing light
- Type III barricade with flashing lights
- Flagger with traffic control sign.

1 Refer to SIGN SPACING TABLE for distances.

2 Required for speeds > 40 MPH

3 Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.

4 Use flagger sign only when flagger is present.

5 For approved sideroad closures.

6 Cones, drums or barricades at 20' (6 m) in taper.

This Station, an activities shoulder requires

Calculate

SPEED U

40 mph or less:

45 mph or greater

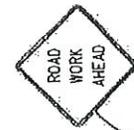
W = W in

S = Nc m

All dimer unless of



W20-1103(0)-48
Or



W20-1(0)-48



W21-1106L(0)-48
Or



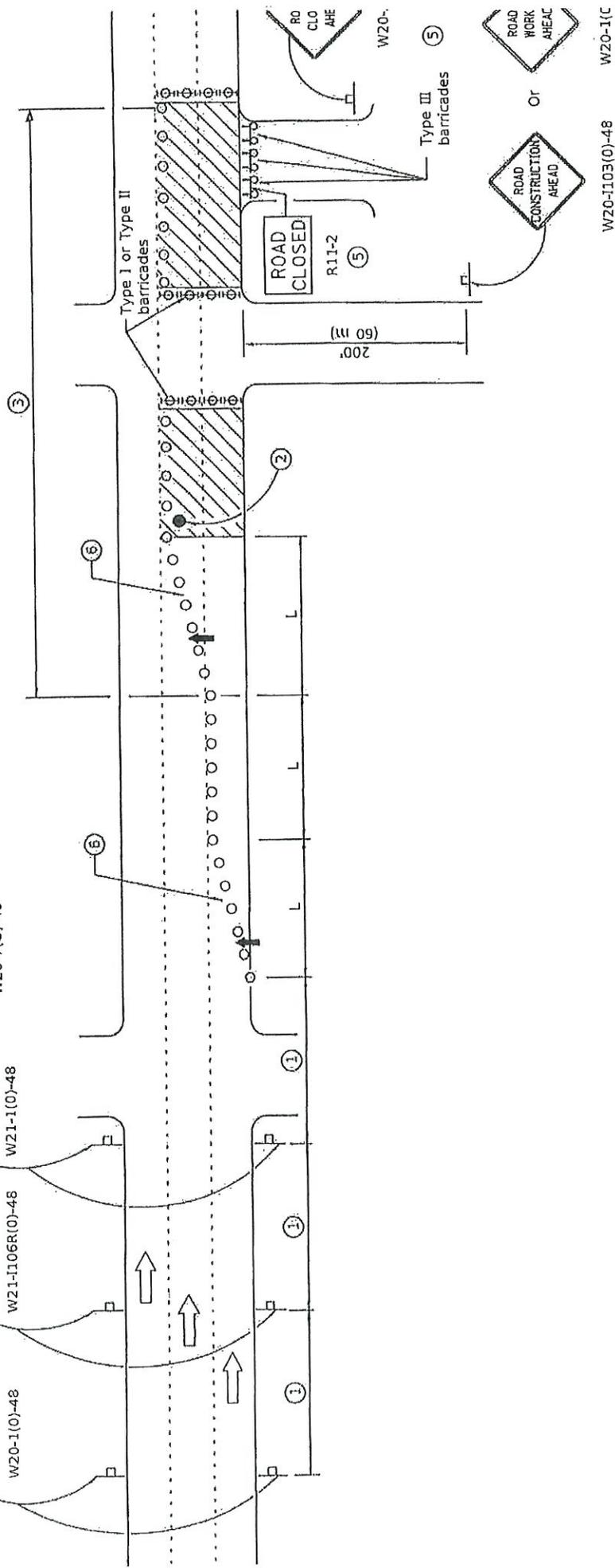
W21-1106R(0)-48



W21-1(0)-48



W20-7(0)-48



W20-1103(0)-48

W20-1(C)

ATTACHMENT B

DESCRIPTION OF WORK SITES/LOCATIONS

Specialized Lawn and Landscape Maintenance areas shall be mowed and maintained according to the Calendar of Operations (Attachment D), Specific Requirements, and additional instructions as described below.

1) Vernon Hills Village Hall (2 acres)

Location: Area is bounded by the Evergreen Drive on the East, Route 45 and Indian Creek R.O.W. on the North; the rear properties of 180, 181, and 191 Southgate on West, and Tally Ho Drive and the property lines of 310 and 322 Tally Ho Drive on the South. This area includes the open space area where the Laschen Center once stood, the lawn areas adjacent to the parking lots and driveways, the landscaped areas adjacent to the tennis courts and the parkway, sidewalk, and grounds along Tally Ho and Evergreen Drive.

Lawn and landscape maintenance items listed below shall be performed to all grounds and planting bed areas on the entire Village Hall complex except as noted below.

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge Sidewalks and curbs per specifications
5. Core Aeration shall be completed twice a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
6. Trim all shrubs (except as noted below) to specifications. This work will be completed in conjunction with the shrub work at the Vernon Hills Golf Course parking lot.
7. Herbicide applications will be completed per specifications or as directed by Village representative.
8. Maintain all hard surfaces in a weed free condition; this includes the brick entrance to the Village Hall, the concrete sidewalks adjacent to the buildings and along Tally Ho. Also included are the asphalt path, driveways and the parking areas.

Note: There is a large area of 'no-mow' native grass located around the perimeter of the pond. This area will not be mowed by the CONTRACTOR unless directed by the ENGINEERING LANDSCAPE TECHNICIAN.

Precautions must be taken to keep grass off of all cars parked in the lot.

2) Arbortheater- 50 Memorial Drive

Lawn and landscape maintenance items listed below shall be performed to all grounds and planting bed areas on the entire site except as noted below:

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications. Cultivate all mulched areas each month during the mowing season.
3. Edge Sidewalks and curbs per specifications
4. Core Aeration shall be completed twice a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
5. Trim all shrubs to specifications. The boxwood located around the plaza shall be trimmed continuously throughout the season to display a uniform shape.
6. Herbicide applications will be completed per specifications or as directed by Village representative.
7. Maintain all hard surfaces in a weed free condition; this includes all brick and paved areas.
8. Mulch will be provided by the Village of Vernon Hills for this site. Mulch will be delivered on-site.

3) **Vernon Hills Metra Station Complex (2800 Sq. feet) + (2.3 acres) –Located at 75 East Route 45, which is across from Ranney Ave.** The Metra station complex includes the main parking lot, the train station and the warming shelter, auxiliary parking lot and the adjacent landscape areas. The new areas are approximately 2.3 acres.

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Mow turf area at the entrance along Route 45
3. Mow all areas adjacent to the Metra Train Station, the areas adjacent to both platforms.
4. Mow approximately 6 feet on both sides of the walking path that begins at the maintenance shed and proceeds down to the viaduct (approx. 500' in length)
5. Mow areas along the split rail fence that is adjacent to the new parking lot (approx. 400' in length).
6. Mow areas along the east side of new parking lot (approx. 400').
7. Mow area along Rte. 45, the berm area, which is approx. 1.5 acres.
8. Mow area along the west side of the new parking lot. This is approximately 3,900 sq. ft., length and widths are variable.

9. Edge and mulch per specifications. EXCEPTION: The large area under the large conifer trees will not be mulched unless directed by the SUPERINTENDENT and will not require the use of premium mulch.
10. Cultivate all mulched areas each month during the mowing season.
11. Edge Sidewalks and curbs per specifications
12. Core Aeration shall be completed twice a year, per specifications.
13. Herbicide applications will be completed per specifications or as directed by Village representative.
14. Planting beds and trees rings will be maintained to a weed free condition.
15. The stone area on the west side of the main lot, between the back of curb and the Metra fence line, and the rocky area around the detention basin, shall be maintained weed free.
16. Maintain all hard surfaces in a weed free condition; this includes all concrete sidewalks, the brick platforms, the brick islands, the main entrance bike path from Rte. 45, the adjacent retaining wall and the asphalt walking path.
17. Remove litter and debris from the bush line adjacent to the detention basins.
18. Weed whip an area 1 foot wide along the railing adjacent to the stairs and the platform, also weed whip along the sidewalk and the bike pad. Stairs will be clean and weed free.

4) Vernon Hills Police Department

Located at the corner of Phillip Road and Lakeview Parkway. The North and East limits are from the back of curb along Phillip Road and Lakeview Parkway. The bike path is the border along the South and West sides.

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season. This includes the Atrium within the center of the building. Access will be provided by the Custodian or Forestry Crew Leader.
4. Edge Sidewalks and curbs per specifications.
5. Core Aeration shall be completed twice a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by others.
6. Trim shrubs along the building walkway (north side of building) per specifications. Additional locations will be determined by the Village Arborist.
7. Herbicide applications will be completed per specifications or as directed by Village representative.

8. Maintain all hard surfaces in a weed free condition; this includes the concrete sidewalks adjacent to building entrances, the asphalt paths, the brick patio in the Atrium and the parking lot.

Precautions must be taken to keep grass off of all cars parked in the lot.

5) Public Works (1 acre) 490 Greenleaf Dr.

The contractor will be required to perform the following functions at this site:

1. Landscape Maintenance shall be completed on a weekly basis per specifications and according to the Calendar of Operations (Attachment D).
2. Edge and mulch per specifications.
3. Cultivate all mulched areas each month during the mowing season.
4. Edge Sidewalks and curbs per specifications
5. Core Aeration shall be completed twice a year, per specifications. Before contractor begins this work, all irrigation heads and control boxes shall be located by the Village.
6. Fertilizer and Herbicide applications will be completed per specifications or as directed by Village representative.
7. Maintain all hard surfaces in a weed free condition; this includes sidewalk areas adjacent to the entrances, the asphalt path and the parking lot and drive.

Precautions must be taken to keep grass off of all cars parked in the lot.

6) Butterfield Road Medians – North and South of North Huntington Drive

Contractor shall provide weekly maintenance and care of landscaped areas which includes trees, shrubs, and perennials.

1. Contractor will provide the following services:
2. The Contractor shall conduct a Spring clean up the first week in April. This work shall include removal of all litter, trim back to near ground level all grasses, prune shrubs back to the inside of the median wall and removal of any obvious weeds.
3. Planting beds will be maintained to a weed free condition.
4. Fertilizer/Herbicide applications will be completed per specifications inside the planting beds and shall be approved by the Streets & Grounds Crew Leader prior to their use on these medians.
5. Maintain all hard surfaces in a weed free condition. This includes the brick edging adjacent to the retaining walls and the end sections of the medians.
6. Traffic control devices **SHALL** be used per specifications. Advanced warning signs shall be placed 1000 and 500 feet before the lane closure. Only one lane will be closed when the contractor is working.

7. Contractor will contact Village when closing a lane. Vehicles shall be parked in the Northbound lanes while working on the South island and shall be parked in the Southbound lanes while working on the North island. **The use of a towable arrow board is required for these locations.**
8. **All workers shall wear a Class 3 Safety Vest** while working in this area.
9. This work shall be completed between 9am and 3pm Monday-Friday and/or 7am and 3pm on Saturday.
10. The Grow-Low Sumac shall be maintained so that no part of the shrub is cascading over the median wall.
11. All perennials will be cut down in the month of November.
Note: NO work shall begin on Butterfield Road before 9 am on weekdays.
Note: Caution shall be used while working around the irrigation heads on the islands.

SPECIALTY WORK

Replacement plantings- Village will provide perennials and soil amendments to the site. Approx. 650 (qty) 1 gallon perennials shall be planted by contractor at the Rt. 21 medians and Butterfield Rd. Medians. Work shall be completed by July 1st, 2021.

***Use of an electronic arrow board will be required for traffic control and worker safety.**

***** All areas sizes stated above are approximate the and the descriptions general.*****